

RESOLUTION R-2018-101

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR FIRE STATION ALERTING SYSTEM BETWEEN THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY (ETSB) AND THE CITY OF WHEATON FIRE DEPARTMENT

WHEREAS, the City of Wheaton, DuPage County, Illinois ("City") is an Illinois Home Rule municipality pursuant to provisions of Article VII, Section 6, of the Illinois Constitution, 1970, and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and

WHEREAS, the City is a recipient of funds managed by the DuPage Emergency Telephone System Board (ETSB); and

WHEREAS, the City has determined it to be in the best interests of the City and its residents to participate in the DuPage ETSB Fire Station Alerting System.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council of the City of Wheaton, Illinois, hereby authorizes approval of the Memorandum of Understanding for Fire Station Alerting System Between the Emergency Telephone System Board of DuPage County (ETSB) and the City of Wheaton Fire Department attached hereto and incorporated herein as Exhibit 1.

ADOPTED this 5th day of November 2018.



Mayor

ATTEST:



City Clerk

Ayes:

Roll Call Vote:

Councilman Suess
Councilwoman Fitch
Councilman Prendiville
Mayor Gresk
Councilman Rutledge
Councilman Scalzo

Nays:

None

Absent:

Councilman Barbier

Motion Carried Unanimously



**Memorandum of Understanding
Fire Station Alerting System**

Between the Emergency Telephone System Board of DuPage County (ETSB)

and

City of Wheaton Fire Department

This is a Memorandum of Understanding (MOU) between the Emergency Telephone System Board of DuPage County (ETSB) and City of Wheaton Fire Department (Agency) the participating Agency governing the use of a Fire Station Alerting System (FSA System). It shall cover all fire station buildings that are the responsibility of the Agency as attached to this MOU.

I. Purpose and Scope

The purpose of this Memorandum of Understanding (Agreement) between the parties is to formalize a usage agreement for participating in the FSA System licensed to the ETSB and used by fire service members within the ETSB 9-1-1 System service area. This Agreement shall cover the core system as defined in the attached Core Equipment Station Design Acceptance Form (Attachment A).

Further, this Agreement between the parties is to formalize a usage agreement for participating in the FSA System licensed to the ETSB and used by fire service members within the ETSB 9-1-1 System service area, including any optional equipment as defined in the Optional Equipment Station Design Acceptance Form, yet to be developed, but similar in format as Attachment A.

II. Background

With consolidation, the ETSB has identified a need to create one standardized, interoperable FSA System for the three remaining Public Safety Answering Points (PSAPs) within its 9-1-1 System. The ETSB purchased a FSA System through the county procurement process that includes a core system of delivery of the 9-1-1 call to participating fire agencies.

III. Responsibilities of the ETSB

The ETSB agrees to purchase, support, maintain, and make available access to the Core FSA System for its users, including the Agency, until or unless by mutual agreement of the users and ETSB, all parties opt to discontinue the system.

The ETSB will provide the Agency with an annual invoice for the cost of the Agency's portion of maintenance for any optional equipment purchased by the Agency through a change order to the ETSB contract throughout the operation of the system. The annual invoice will be based on the Agency's portion of the total amount of maintenance as determined by the vendor.

The ETSB will provide the Agency with one invoice for the cost of optional equipment upon the installation and reasonable use of said equipment on the core FSA system. Said invoice will not be issued before May 1, 2019, unless requested in writing prior to this date by a participating agency with an executed Memorandum of Understanding.

IV. Responsibilities of the Agency

The Agency agrees to provide the appropriate space and power within its fire station for the core equipment and any optional equipment it elects to purchase. The Agency agrees to the following installation assumptions provided by the vendor and incorporated herein on the Station Design Acceptance Form Core Equipment Document (Attachment A).

The Agency agrees to the placement of the Core Equipment as detailed in the Core Floor Plan document (Attachment B) provided with Attachment A.

If purchasing optional equipment, the Agency agrees to the following installation assumptions provided by the vendor and incorporated herein on the Optional Equipment Station Design Acceptance Form, yet to be developed, but similar in format as Attachment A, which will become Attachment C.

The Agency agrees to the placement of the Optional Equipment as detailed in the Optional floor plan document (Attachment D) provided with Attachment C. The Agency agrees to promptly remit payment to the ETSB upon invoice according to the Illinois Prompt Payment Act (50 ILCS 505/1 et seq).

The Agency agrees to either purchase the recommended UPS for Core equipment or to provide adequate UPS coverage to the equipment through its building UPS source. The Agency understands that if it fails to provide an adequate UPS for Core equipment, it will be responsible to pay for any core equipment damaged due to such a failure.

The Agency agrees to indemnify and hold harmless the County of DuPage and the DuPage County ETSB, and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Memorandum or its use of FSA System to the extent authorized by law.

The Agency agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County of DuPage or the DuPage County ETSB, their board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Memorandum or its use of FSA System to the extent authorized by law.

V. Further Agreements of the Parties

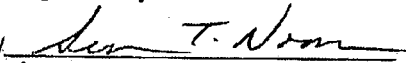
The parties agree that ETSB shall be the contracting party and authorized agent for maintenance and services on behalf of the users.

VI. Term, Termination, and Modification of Agreement

This Memorandum shall become effective upon its execution by both parties and shall remain in effect until terminated, as provided herein. The Agency may terminate its participation in the agreement within thirty (30) days of receiving the invoice for optional equipment if the invoiced costs for the optional equipment exceeds initial projections.

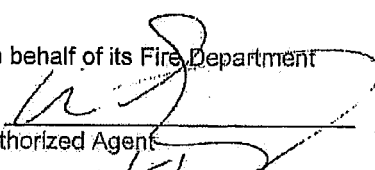
The Agency may terminate its participation in this Memorandum of Understanding upon sixty (60) days notice to the ETSB upon payment of any outstanding costs and fees. All property of the core system shall remain the property of ETSB and DuPage County upon termination.

Emergency Telephone System Board of
DuPage County

By 
Chairman

Date: 12-13-18

On behalf of its Fire Department

By 
Authorized Agent

Date: 11/5/18

STATION DESIGN ACCEPTANCE FORM CORE EQUIPMENT

STATION

Wheaton Fire Department Station 39

1590 S. President St, Wheaton, IL 60187

PSAP: DU-COMM TALK GROUP: FIRE NORTH

<u>EQUIPMENT</u>	<u>QUANTITY</u>
Station Control Unit (SCU)	1
SCU Remote Touch Screen - 22"	1
Remote Touch Screen Video Distribution	1
USB Extender, 1-Port, 150'	1
Audio Relay Expansion Module (ARXM) 12/8	1
Flat Panel 42" LED Display	3
Message Board HDMI Video Receiver	3
Wall Mounting Bracket, Tilt, 32" to 42" Monitor	3
Turnout Timer	1
LED Display (24") 1 Line	2
Red Strobe Light (Red Colored Lens)	6
Manual Acknowledgement Push Button	2
System Test Push Button	1
16 Port Network Switch	1
Equipment Rack	1

Installation Assumptions:

Wheaton Fire Department shall provide:

- 1) One dedicated 115V, 20 Amp circuit, with a minimum of one outlet located within 6 feet of the equipment rack location.
- 2) One 115V, 15 Amp duplex outlet for each Flat Panel LED Display, located within 3 feet of the device install location.
- 3) Dedicated space for other core equipment as shown in the attached diagram
- 4) A UPS will be available at each site. The device will either be the specified UPS from the contract or an existing building UPS.
- 5) Dedicated wall space for the equipment rack (25"H x 26"W x 28"D).

Accepted by
Location Agency Representative:

Signature

William Schultz Fire Chief

Printed Name and Title

11/5/18

DATE

DuPage ETSB:

Linda M. Zerwin

Linda M. Zerwin, Executive Director

12/14/2018

DATE

STATION DESIGN ACCEPTANCE FORM CORE EQUIPMENT

STATION

Wheaton Fire Department Station 38

1 Fapp Circle, Wheaton, IL 60187

PSAP: DU-COMM TALK GROUP: FIRE NORTH

<u>EQUIPMENT</u>	<u>QUANTITY</u>
Station Control Unit (SCU)	1
SCU Remote Touch Screen - 22"	1
Remote Touch Screen Video Distribution	1
USB Extender, 1-Port, 150'	1
Audio Relay Expansion Module (ARXM) 12/8	1
Flat Panel 42" LED Display	3
Message Board HDMI Video Receiver	3
Wall Mounting Bracket, Tilt, 32" to 42" Monitor	3
Turnout Timer	1
LED Display (24") 1 Line	2
Red Strobe Light (Red Colored Lens)	6
Manual Acknowledgement Push Button	2
System Test Push Button	1
16 Port Network Switch	1

Installation Assumptions:

Wheaton Fire Department shall provide:

- 1) One dedicated 115V, 20 Amp circuit, with a minimum of one outlet located within 6 feet of the equipment rack location.
- 2) One 115V, 15 Amp duplex outlet for each Flat Panel LED Display, located within 3 feet of the device install location.
- 3) Dedicated space for other core equipment as shown in the attached diagram
- 4) A UPS will be available at each site. The device will either be the specified UPS from the contract or an existing building UPS.
- 5) Available rack space for referenced equipment

Accepted by
Location Agency Representative:



Signature

William Schultz Fire Chief

Printed Name and Title

11/5/18
DATE

DuPage ETSB:



Linda M. Zerwin, Executive Director

12/14/2018
DATE

STATION DESIGN ACCEPTANCE FORM CORE EQUIPMENT

STATION

Wheaton Fire Department Station 37

1700 N. Main, Wheaton, IL 60187

PSAP: DU-COMM TALK GROUP: FIRE NORTH

<u>EQUIPMENT</u>	<u>QUANTITY</u>
Station Control Unit (SCU)	1
SCU Remote Touch Screen - 22"	1
Remote Touch Screen Video Distribution	1
USB Extender, 1-Port, 150'	1
Audio Relay Expansion Module (ARXM) 12/8	1
Flat Panel 42" LED Display	3
Message Board HDMI Video Receiver	3
Wall Mounting Bracket, Tilt, 32" to 42" Monitor	3
Turnout Timer	1
LED Display (24") 1 Line	2
Red Strobe Light (Red Colored Lens)	6
Manual Acknowledgement Push Button	2
System Test Push Button	1
16 Port Network Switch	1
Equipment Rack	1

Installation Assumptions:

Wheaton Fire Department shall provide:

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- 3) Dedicated space for other core equipment as shown in the attached diagram
- 4) A UPS will be available at each site. The device will either be the specified UPS from the contract or an existing building UPS.
- 5) Dedicated wall space for the equipment rack (25"H x 26"W x 28"D).

Accepted by
Location Agency Representative:

Signature

Printed Name and Title

DuPage ETSB:

Linda M. Zerwin, Executive Director

11/5/18
DATE

12/14/2018
DATE